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STATE FARM GENERAL
INSURANCE COMPANY

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

STATE FARM GENERAL
INSURANCE COMPANY,

Plaintiff,

vs.

THE VIKING CORPORATION, a
Michigan corporation; and DOES 1-20,
Inclusive,

Defendants.

Case No.: 2:24-cv-03834-MRA-SSC

**STIPULATED PROTECTIVE
ORDER REGARDING
DISCOVERY MATTER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to grant the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

2. GOOD CAUSE STATEMENT

This product liability case relates to a Viking model VK494 sprinkler head that activated without the presence of a fire in the home of Plaintiff's insured, Payam Sooferi, located at 4011 Ballina Dr., Encino, CA 91436-3624, causing water damage to real and personal property for which Plaintiff paid to repair pursuant to an insurance agreement. Plaintiff has raised claims for strict liability and negligence, alleging that Viking defectively manufactured, designed, distributed and/or sold the at-issue sprinkler. Because Plaintiff's claims are based on technical components of the sprinkler, this action is likely to involve trade secrets; proprietary engineering data; valuable research, development, and commercial information; other technical and/or proprietary information which is generally unavailable to the public and so special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted; and information which is

1 privileged or otherwise protected from disclosure under state or federal statutes,
2 court rules, case decisions, or common law.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately
5 protect information the parties are entitled to keep confidential, to ensure that the
6 parties are permitted reasonable necessary uses of such material in preparation for
7 and in the conduct of trial, to address their handling at the end of the litigation, and
8 to serve the ends of justice, a protective order for such information is justified in
9 this matter. It is the intent of the parties that information will not be designated as
10 confidential for tactical reasons and that nothing be so designated without a good
11 faith belief that it has been maintained in a confidential, non-public manner, and
12 there is good cause why it should not be part of the public record of this case.

13 3. DEFINITIONS

14 3.1. Action: this pending federal lawsuit.

15 3.2. Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 3.3. “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
22 their support staff).

23 3.5. Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 3.6. Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
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1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this matter.

3 3.7. Expert: a person (and their staff) with specialized knowledge or
4 experience in a matter pertinent to the litigation who has been retained by a Party
5 or its counsel to serve as an expert witness or as a consultant in this Action.

6 3.8. In-House Counsel: attorneys who are employees of a party to this
7 Action. In-House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 3.9. Non-Party: any natural person, partnership, corporation, association or
10 other legal entity not named as a Party to this action.

11 3.10. Outside Counsel of Record: attorneys who are not employees of a party
12 to this Action but are retained to represent or advise a party to this Action and have
13 appeared in this Action on behalf of that party or are affiliated with a law firm which
14 has appeared on behalf of that party, and includes support staff.

15 3.11. Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 3.12. Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 3.13. Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 3.14. Protected Material: any Disclosure or Discovery Material that is
25 designated as "CONFIDENTIAL."

26 3.15. Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

1 4. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 5. DURATION

10 FINAL DISPOSITION of the action is defined as the conclusion of any
11 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
12 has run. Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later: of (1) dismissal of all claims and defenses in this Action,
16 with prejudice; and (2) final judgment herein after the completion and exhaustion
17 of all appeals, rehearings, remands, trials, or reviews of this Action, including the
18 time limits for filing any motions or applications for extension of time pursuant to
19 applicable law.

20 6. DESIGNATING PROTECTED MATERIAL

21 6.1. Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate
25 for protection only those parts of material, documents, items or oral or written
26 communications that qualify so that other portions of the material, documents,
27 items or communications for which protection is not warranted are not swept
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1 unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations
3 that are shown to be clearly unjustified or that have been made for an improper
4 purpose (e.g., to unnecessarily encumber the case development process or to impose
5 unnecessary expenses and burdens on other parties) may expose the Designating
6 Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 6.2. Manner and Timing of Designations. Except as otherwise provided in
11 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
12 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
13 under this Order must be clearly so designated before the material is disclosed or
14 produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
20 contains protected material. If only a portion of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s)
22 (e.g., by making appropriate markings in the margins).

23 If the Producing Party is a Non-Party, a Party to this Action may designate
24 pages or files in the Non-Party's Production as CONFIDENTIAL within 15 days
25 of production. All materials produced by a Non-Party shall be treated as
26 "CONFIDENTIAL" until the expiration of such 15-day period, unless mutually
27 agreed by the Parties in writing.

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection shall be
5 deemed “CONFIDENTIAL” according to the discretion of the Party or Non-Party
6 who is making such documents or materials available. After the inspecting Party
7 has identified the documents it wants copied and produced, the Producing Party
8 must determine which documents, or portions thereof, qualify for protection under
9 this Order. Then, before producing the specified documents, the Producing Party
10 must affix the “CONFIDENTIAL legend” to each page that contains Protected
11 Material. If only a portion of the material on a page qualifies for protection, the
12 Producing Party also must clearly identify the protected portion(s) (e.g., by making
13 appropriate markings in the margins).

14 (b) for testimony given in depositions or in other pretrial or trial
15 proceedings, that the Designating Party identifies the Disclosure or Discovery
16 Material on the record or in writing within 15 days of counsel for both parties
17 receiving the final transcript of the deposition or other proceedings. All testimony
18 shall be treated as “CONFIDENTIAL” until the expiration of such 15-day period,
19 unless mutually agreed by the Parties in writing.

20 (c) for information produced in some form other than documentary and
21 for any other tangible items, that the Producing Party affix in a prominent place on
22 the exterior of the container or containers in which the information is stored the
23 legend “CONFIDENTIAL.” If only a portion of the information warrants
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portion(s).

26 (d) The Designating Party may redact information from otherwise
27 responsive documents subject to production in accordance with privileges and the
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1 work product protection, commercially sensitive and not relevant information,
2 protected health information, personal information, and other information subject
3 to local and foreign privacy laws or regulations.

4 6.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive
6 the Designating Party's right to secure protection under this Order for such
7 material. Upon timely correction of a designation, the Receiving Party must make
8 reasonable efforts to assure that the material is treated in accordance with the
9 provisions of this Order.

10 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 7.1. Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court's
13 Scheduling Order. The Challenging Party must request in writing to the
14 Designating Party that the document be declassified.

15 7.2. Meet and Confer. Within seven (7) days of the written request, the
16 Challenging Party shall initiate the informal dispute resolution process set forth in
17 the Court's Procedures and Schedules.

18 See <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>. To avoid
19 ambiguity as to whether a challenge has been made, the written notice must identify
20 the specified Protected Information by Bates number and recite that the challenge
21 to confidentiality is being made in accordance with this specific paragraph of the
22 Protective Order.

23 7.3. The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating
27 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party's designation until the Court rules on the
3 challenge.

4 8. ACCESS TO AND USE OF PROTECTED MATERIAL

5 8.1. Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of Section 14 below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 8.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as
20 well as employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees (including In-House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the Court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (g) the author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information;
- 7 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 8 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 9 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
- 10 will not be permitted to keep any confidential information unless they sign the
- 11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 12 agreed by the Designating Party or ordered by the Court. Pages of transcribed
- 13 deposition testimony or exhibits to depositions that reveal Protected Material may
- 14 be separately bound by the court reporter and may not be disclosed to anyone except
- 15 as permitted under this Stipulated Protective Order; and
- 16 (i) any mediator or settlement officer, and their supporting personnel,
- 17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

19 IN OTHER LITIGATION

20 (a) If a Party is served with a subpoena or a court order issued in other

21 litigation that compels disclosure of any information or items designated in this

22 Action as “CONFIDENTIAL,” that Party must:

23 (1) promptly notify in writing the Designating Party within five (5)

24 business days of receipt of such order, subpoena, or direction. Such notification

25 shall include a copy of the subpoena or court order;

26 (2) promptly notify in writing the party who caused the subpoena or

27 order to issue in the other litigation that some or all of the material covered by the

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1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

3 (3) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected,
5 including providing the Designating Party five (5) business days to object to the
6 production of CONFIDENTIAL information, if the Designating Party so desires.
7 If the Designating Party timely seeks a protective order, the Party served with the
8 subpoena or court order shall not produce any information designated in this action
9 as "CONFIDENTIAL" before a determination by the court from which the
10 subpoena or order issued, unless the Party has obtained the Designating Party's
11 permission. The Designating Party shall bear the burden and expense of seeking
12 protection in that court of its confidential material and nothing in these provisions
13 should be construed as authorizing or encouraging a Receiving Party in this Action
14 to disobey a lawful directive from another court.

15 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
16 PRODUCED IN THIS LITIGATION

17 10.1. The terms of this Order are applicable to information produced by a
18 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
19 produced by Non-Parties in connection with this litigation is protected by the
20 remedies and relief provided by this Order. Nothing in these provisions should be
21 construed as prohibiting a Non-Party from seeking additional protections.

22 10.2. Notification. In the event that a Party is required, by a valid discovery
23 request, to produce a Non-Party's confidential information in its possession, and
24 the Party is subject to an agreement with the Non-Party not to produce the Non-
25 Party's confidential information, then the Party shall:

- 26 (a) promptly notify in writing the Requesting Party and the Non-Party that
27 some or all of the information requested is subject to a confidentiality
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1 agreement with a Non-Party;

2 (b) promptly provide the Non-Party with a copy of the Stipulated Protective
3 Order in this Action, the relevant discovery request(s), and a reasonably
4 specific description of the information requested; and

5 (c) make the information requested available for inspection by the Non-
6 Party, if requested.

7 10.3. Conditions of Production. If the Non-Party fails to seek a protective
8 order from this court within 15 days of receiving the notice and accompanying
9 information, the Receiving Party may produce the Non-Party's confidential
10 information responsive to the discovery request. If the Non-Party timely seeks a
11 protective order, the Receiving Party shall not produce any information in its
12 possession or control that is subject to the confidentiality agreement with the Non-
13 Party before a determination by the court. Absent a court order to the contrary, the
14 Non-Party shall bear the burden and expense of seeking protection in this court of
15 its Protected Material.

16 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
21 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
22 or persons to whom unauthorized disclosures were made of all the terms of this
23 Order, and (d) request such person or persons to execute the "Acknowledgment and
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

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12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

13. MISCELLANEOUS

13.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

13.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

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14. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or, at the Receiving Party's option, destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain one copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 5 (DURATION).

15. VIOLATION

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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3 Dated: September 10, 2024

KING & SPALDING LLP

4
5 /s/ Troy McMahan

TROY MCMAHAN

6 Attorneys for Defendant, THE VIKING
7 CORPORATION

8
9 Dated: September 10, 2024

WATKINS & LETOFSKY

10 /s/ Brian S. Letofsky

11 BRIAN S. LETOFSKY

12 DOMINIC J. FIORE

13 Attorneys for Plaintiff, STATE FARM
14 GENERAL INSURANCE COMPANY

15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
16

17
18 Dated: September 10, 2024



19 Hon. Stephanie S. Christensen
20 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *State Farm General Insurance Company v. The Viking
Corporation et al.*, No. 2:24-cv-03834-MRA-SSC (C.D. Cal.). I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

FILER'S ATTESTATION

In accordance with Local Rule 5-4.3.4(a)(2)(i), the undersigned attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing of this Stipulation.

Dated: September 10, 2024

KING & SPALDING LLP

/s/ Troy McMahan

TROY MCMAHAN

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